

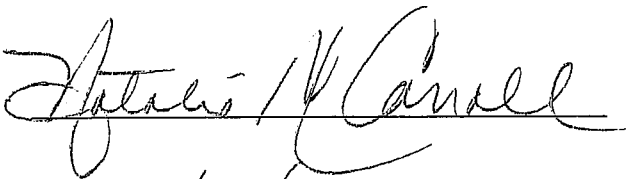
MEMORANDUM OF UNDERSTANDING

The TOWN OF BRISTOL and LOCAL 1853, BRISTOL CIVILIAN POLICE, COUNCIL 94 hereby agree to the following modifications to the current Collective Bargaining Agreement between the parties:

1. **Contract Expiration.** The Collective Bargaining Agreement shall be extended for a period of one (1) year and will terminate on June 30, 2012.
2. **Wage Freeze.** All current wages shall be frozen for the fiscal period July 1, 2009 through June 30, 2010. Contract provisions relative to wages scheduled to commence July 1, 2009 will now commence July 1, 2010. Similarly, contract provisions scheduled to commence July 1, 2010 shall now began July 1, 2011 with similar extensions for each additional year of the contract.
3. **No Layoffs.** The Town of Bristol guarantees that there shall be no reduction in staffing due to layoffs during the period July 1, 2009 through June 30, 2010.
4. **Retirement.** Any employee who establishes by written notice delivered to the Town Administrator prior to June 30, 2009 that their retirement date will occur between July 1, 2009 and June 30, 2010 shall not participate in the wage freeze. Any employee who declares a retirement date, receives a pay increase, but subsequently alters retirement plans shall immediately reimburse the Town for any pay received over and above the June 30, 2009 pay level. The Town reserves the right to immediately deduct said overage from the employee's future paychecks. Any employee who has not declared an intention to retire by June 30, 2009 will be ineligible for this adjustment.

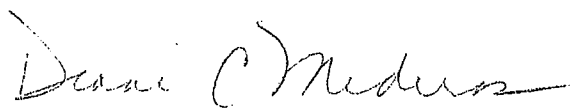
This Agreement shall become effective upon execution by both parties hereto.

UNION



Date: 6/30/09

TOWN OF BRISTOL



Diane C. Mederos, Town Administrator

Date: 6 / 30 / 09

AGREEMENT BETWEEN
RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO
ON BEHALF OF
BRISTOL CIVILIAN POLICE DEPARTMENT EMPLOYEES, LOCAL 1853
AND
THE TOWN OF BRISTOL

JULY 1, 2008 – JUNE 30, 2011

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PURPOSE

It is the purpose of this agreement to carry out the declared policy of the State of Rhode Island, which accords to municipal employees the right to organize, to be represented, to negotiate and to bargain on a collective basis with municipal employers on all matters covering hours, salary, working conditions and other terms of employment.

AGREEMENT

This agreement made and entered into by and between the Town of Bristol, Rhode Island (hereinafter referred to as the Town) and Rhode Island Council 94, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union) is recorded in written form to meet the requirements as set forth in Section 28-9, 4-19 in the General Laws of Rhode Island, such Title being known as the Municipal Employee's Arbitration Act.

WITNESSETH

The parties agree to be bound by the terms and conditions of the following:

ARTICLE 1 **RECOGNITION**

- 1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for all non-police personnel employed by and working under the control of the Town of Bristol, Rhode Island Police Department including Dispatchers, Dog Officers, Meter Persons, Clerks, Typists and any other employees within said

description excluding supervisory personnel, as certified by the Rhode Island State Labor Relations Board on August 15, 1980 in Case No. EE 3269.

- 1.2 The Town of Bristol retains all rights to effectively manage and direct its workforce insofar that it shall not be contrary to the express provisions of this agreement.

ARTICLE 2

UNION SECURITY AND CHECK-OFF

- 2.1 All present employees covered by this agreement, who are members of the Union in good standing on the effective date of this agreement, and all other employees covered by this agreement who become members of the Union in good standing, shall as a condition of employment, retain their membership in the Union in good standing for the duration of this agreement. The obligation to maintain good standing in the Union is defined as the duty to tender periodic dues as established by the Union.
- 2.2 All employees covered by this agreement who are not members of the Union, shall as a condition of continued employment, pay to the Union a fee equivalent to the dues established by the Union.
- 2.3 The Town shall deduct Union dues or an "Agency Shop Fee" each pay period from the wages of all employees covered by this agreement.
- 2.4 The Town agrees to forward promptly to the Union, a check representing the amounts deducted under this Article, with a "check-off" list setting forth the names of the employees and amounts deducted.
- 2.5 The Union will provide at least fourteen (14) calendar days notice of any increase in Union dues to be deducted.

ARTICLE 3
UNION STEWARDS AND UNION BUSINESS

- 3.1 Any Union Steward or person designated by the Union shall be granted the necessary time without loss of pay for Union Business to include: investigating grievances, attending grievances arbitration, and unfair labor practice hearings, meeting with AFSCME Council 94 officials as well as Police and Town Officials, also attending meetings on negotiations. The immediate supervisor or Chief of Police, whoever is available, will be informed in advance of the need to leave the building for Union business.
- 3.2 At the written request of the Union, the Town agrees to grant time off to one employee covered by this agreement, not to exceed three (3) days per year, for the purpose of attending the Union's Convention or any conference which the Union may conduct. Such time off will be without pay but may be charged to the employee's accumulated vacation time at the employee's option.

ARTICLE 4
NO DISCRIMINATION

- 4.1 The parties agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, sex, age, marital status, political affiliation, country of ancestral origin, Union activity, Union membership or non-Union membership.

ARTICLE 5
PROBATIONARY PERIOD

- 5.1 All new employees hired into positions covered by this agreement shall serve a six (6) month probationary period. Probationary employees shall have no

seniority rights or grievance rights during this probationary period and may be terminated at the sole discretion of the Town without recourse to the grievance or arbitration procedure contained herein.

- 5.2** Employees who are covered by this agreement who are promoted or transferred to another position covered by this agreement shall serve a thirty (30) day trial period for the new position. If the promoted or transferred employee is removed from the new position during the trial period for that new position, the new employee shall be returned to his or her position without loss of seniority or benefits.

ARTICLE 6

SENIORITY

- 6.1** Seniority shall be defined as the total length of time an employee has worked in any position in the bargaining unit.
- 6.2** Seniority shall commence upon the completion of the probationary period and shall be retroactive to the first day of employment.
- 6.3** Seniority shall continue uninterrupted during any leaves granted under any provision of this agreement.
- 6.4** The Town shall provide the Union with a seniority list upon request.
- 6.5** The Employer agrees in principle with the concept of seniority and further agrees that this principle shall be applied unless there are clear reasons for the contrary in individual instances with respect to:
- a. Promotions and transfers
 - b. Preferred shift vacancies
 - c. choice of leaves as granted under the provisions of this agreement

- 6.6 An employee's seniority shall end when an employee:
- a. has been discharged for just cause
 - b. voluntarily terminates his or her employment
 - c. has been laid off for a period in excess of twelve (12) months
 - d. fails to return to work upon being recalled
 - e. fails to return upon expiration of leave of absence

ARTICLE 7
LAYOFF AND RECALL

- 7.1 In the event of layoffs for any reason, employees with the least seniority shall be laid off first.
- 7.2 A two (2) week notice of layoff shall be given to any employee so affected.
- 7.3 A laid off employee shall be placed on a recall list and employees with the greatest seniority on said list shall be recalled back to work first. Laid off employees shall be given a two (2) week notice of recall in writing to return to work.
- 7.4 A laid off employee shall remain on the recall list for twelve (12) months.
- 7.5 Employees exercising their right to bump less senior employees under this article must possess the qualifications for the job into which the employee is being bumped. Any disputes between an employee or the Union and the Town with respect to qualifications shall be subject to the grievance procedure of this agreement.

ARTICLE 8
JOB VACANCIES

- 8.1** Employees presently in the bargaining unit shall be given preference over other applicants when jobs within the bargaining unit are available. Employees with the greatest amount of seniority shall be granted the available job provided the employee applying for said job possesses the qualifications for the job. Any dispute arising over questions regarding qualifications shall be subject to the grievance procedure.
- 8.2** All bargaining unit job vacancies which result from any cause shall be posted on employee bulletin boards in each department where employees covered by this agreement work. Said postings shall be for a period of seven (7) calendar days. The postings shall list title of position, salary, hours and job requirements. When more than one (1) job is posted, employees desiring to bid for more than one (1) job shall note their preference next to their names by number 1, 2, 3, etc.
- 8.3** Employees interested in applying for such posted job or jobs shall express their interest in writing to the Town Administrator and the Chief of Police. No person shall be hired for any posted job until after the expiration date of the posting period. The provisions of this article shall apply to all vacancies irrespective of whether they are changed upward, downward or laterally in the classification system.

ARTICLE 9
DISCIPLINARY ACTION

- 9.1** Disciplinary action may be imposed upon an employee only for just cause.
- 9.2** Each employee shall be furnished with a copy of disciplinary entries in his or her personnel record. Where appropriate, disciplinary action or measures shall include only the following:
1. Oral reprimand if entered into the personnel record.
 2. Written reprimand
 3. Suspension
 4. Discharge
 5. Demotion where appropriate
- 9.3** When any disciplinary action is to be implemented the Town shall, before or at the time such action is taken, notify the employee and the Union in writing of the specific reasons for such action.

ARTICLE 10
LEGAL ASSISTANCE

- 10.1** In the event any employee covered by this agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his or her duties as an employee of the Town of Bristol, the Town shall provide said employee with all necessary legal assistance. It shall be the duty of the employee to provide the Town with all necessary assistance needed to facilitate defense of pending or anticipated legal actions.

- 10.2** Legal assistance pursuant to Article 10 will not be available by the Town to any employee who is found derelict in his duties, or found to be drunk or under the influence of non-prescribed drugs at the time of said incident.

ARTICLE 11
ACCESS OF UNION REPRESENTATIVES

- 11.1** The Town agrees to provide a room by appointment and at reasonable times to allow representatives of the Union to transact Union business. Such use shall not be arbitrarily withheld.

ARTICLE 12
PERSONNEL FILES

- 12.1** Each employee shall receive a copy of any letter, memorandum, evaluation or any other written or printed matter placed in his or her own personnel file.
- 12.2** Each employee shall be entitled to examine his or her own personnel file at any reasonable time.
- 12.3** Any employee may add written comments to be placed in his or her own personnel file.
- 12.4** Each employee shall upon request receive a copy of any material in his or her own personnel file.

ARTICLE 13
BULLETIN BOARD

- 13.1** The Town agrees to provide a bulletin board in a work area of employees covered by this agreement for Union use.

ARTICLE 14
GRIEVANCE PROCEDURE

- 14.1 For the purpose of this agreement the term “grievance” means any difference or dispute between the Town and the Union or between the Town and any employee with respect to the interpretation, application or violation of any of the provisions of this agreement.
- 14.2 There shall be a grievance procedure as follows:
- (A) A grievance, including a class action, shall be presented by the aggrieved employee and/or by the local within five (5) working days of the employee’s knowledge of the occurrence of such grievance or within five (5) working days of when the employee should have known of such grievance.
 - (B) The aggrieved employee shall discuss his problem with his local representative and appropriate administrative officer who shall attempt to settle the problem within five (5) working days.
 - (C) If the grievance is not resolved according to section (b) above, it shall be reduced to writing and shall be submitted by the aggrieved to the Chief of Police or his designee who shall meet immediately with the Union and shall render a written decision to the Union and the employee within five (5) working days of the said meeting.
 - (D) If the grievance is still not resolved according to Section C above, the Union may appeal the decision to the Town Administrator or his designee within five (5) days of the decision of Chief of Police. The Town Administrator shall grant a hearing to the Union and the aggrieved within five (5) days of said request and shall render a

decision in writing to the local and the employee within five (5) working days of said meeting.

- (E) In the event the grievance is not settled in a manner satisfactory to the aggrieved member, then such grievances may be submitted to arbitration in the manner provided herein. Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The Town, on request, will produce payroll and other records as necessary. The Local Representative will have the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual employee of the right to process his grievance without Local representation. If such grievance is processed without Local representation, the facts of said grievance will be furnished to the local.
- (F) Written reasons for denying grievances shall be provided under Sections C and (d) above.
- (G) Working days for the purpose of this article shall be defined as Monday through Friday, excluding weekends and holidays.

ARTICLE 15

ARBITRATION

- 15.1** If a grievance is not settled under Article 14, such grievance shall, at the request of the Union, be submitted to arbitration. The parties shall attempt to mutually agree on an arbitrator through such procedure as they consider appropriate. In the absence of an agreement, the matter will be referred to the American Arbitration Association.

- 15.2** The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- 15.3** Only grievances arising out of the provisions of this contract, relating to the application or interpretation thereof, may be submitted to arbitration.

ARTICLE 16
MEDICAL COVERAGE

- 16.1** Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to said employees covered by this Agreement's recognition section and shall be made a part thereof.
- 16.2** The Town of Bristol, for the duration of this Agreement, will provide for its employees covered under this Agreement, and their dependents with hospital, surgical, and in-hospital medical insurance (including the student rider, if applicable) without cost to them, except as more particularly set forth in this Article 16.

Major Medical – one million dollars (\$1,000,000.00)

(A) If the employee covered under this Agreement is on leave of absence, he shall continue to have coverage through his return to active employment.

(B) The Union hereby acknowledges that the Town of Bristol shall no longer be obligated to specify that it must procure a health care or dental insurance benefit plan from a specific provider of such plans. Therefore, commencing from and after July 1, 2008, the Town of Bristol shall have the right to offer an alternative to the then present health care and dental insurance provider(s), provided that the benefits to the employees are comparable to the most recent

benefits available to the employees from the then present health care provider(s), if mutually agreeable between the Town and the Union.

(C) Commencing July 1, 2003, new employees shall contribute \$25/per pay period for family or \$10/per pay period for the individual medical and dental coverage. All employees hired after July 1, 2005 and during each fiscal year thereafter shall contribute as a co-payment an amount per pay period equal to ten percent (10%) of the cost to the Town of such employee's annual complete medical coverage and dental coverage divided by the total number of pay periods per fiscal year. Commencing on and as of July 1, 2008, and during each fiscal year thereafter, new employees hired on or after July 1, 2008 shall contribute, as a co-payment, an amount per pay period equal to twenty percent (20%) of the cost to the Town of such employee's annual complete medical and dental coverage, divided by the total number of pay periods per fiscal year.

16.3 Dental Coverage - All members covered under this Agreement shall receive, without contribution, Delta Dental Level Three (3) for individuals and Delta Dental Level Four (4) for those with family, the Student Rider to age 23 and the Sealant Rider or a comparable coverage, if mutually agreeable between the Town and the Union.

16.4 Dental Coverage for Retirees

(A) A member hired before May 1, 2002 shall, upon his/her retirement (accidental disability retirement, ordinary disability retirement or normal retirement) continue to receive, without contribution, and shall continue to be eligible for the same level of dental coverage, currently known as Delta Dental Level Three (3) for individuals, and Delta Dental Level Four (4)

for those with families, the student Rider to age 23 and the Sealant Rider or a comparable coverage, if mutually agreeable between the Town and the Union, at the time of his/her retirement. This dental coverage shall continue for ten (10) years after the date said member becomes eligible for Medicare or other federally subsidized programs.

- (B) A member hired after May 1, 2002 shall, upon his/her retirement (accidental disability retirement, ordinary disability retirement or normal retirement) receive, without contribution, the same level of dental coverage, currently known as Delta Dental Level Three (3) for individuals and Delta Dental Level Four (4) for those with families, the student Rider to age 23 and the Sealant Rider or a comparable coverage, if mutually agreeable between the Town and the Union. However, said dental coverage shall cease once said member is eligible for Medicare or other federally subsidized programs.

16.5 Health Care Insurance for Retirees

- (A) Health care insurance will be provided to any retired member having attained at least twenty (20) years of service in addition to the following:

1. Job related disability retirement
2. Non-job related disability retirement after ten (10) years of service.
3. Military credit pension buyout utilized to reach twenty (20) years of service.

- (B) Members of the bargaining unit will, upon retirement, receive the same health care insurance coverage that they had on the date of their retirement.

Retirees will continue to receive said insurance coverage until the first of the following occurs.

1. Death
2. Eligibility for Medicare or other federally subsidized programs.
3. Comparable to medical coverage provided by the Town as reasonably determined by the Town and the retiree acting in good faith.

If the retired member loses said alternate coverage, the Town will furnish coverage in full effective the first of the month following the loss of coverage.

(C) A member hired before May 1, 2002 shall upon being eligible for Medicare or other federally subsidized programs receive, without contribution, supplemental medical insurance, currently known as Plan 65. This supplemental medical insurance coverage shall continue for ten (10) years after the date said member becomes eligible for Medicare or other federally subsidized programs.

(D) A member hired after May 1, 2002 shall not be eligible to receive supplemental medical insurance coverage, currently known as Plan 65, once said member becomes eligible for Medicare or other federally subsidized programs.

(E) When a member becomes eligible for Medicare or other federally subsidized programs, and that member's spouse is not eligible for Medicare or other federally subsidized programs, then that member's spouse shall continue to receive, without contribution, the same health care insurance and dental coverage he/she was receiving prior to the member becoming eligible for Medicare or other federally subsidized programs. Once said spouse becomes eligible for Medicare or other federally subsidized programs then said health care insurance shall cease and said spouse shall not be eligible for supplemental medical insurance, currently known as Plan 65, from the Town of Bristol.

(F) Whenever any coverage, medical or dental, is terminated according to the terms of the Collective Bargaining Agreement said coverage may be purchased from the Town of Bristol during the COBRA period.

ARTICLE 17

WORKERS' COMPENSATION

- 17.1** Employees shall be covered under the provisions of the Workers' Compensation Act of the State of Rhode Island as amended from time to time.

ARTICLE 18

SICK LEAVE

- 18.1** All employees covered by this agreement who are absent from work due to illness or injury or for necessary attendance upon a member of the immediate family (up to seven 7 days) who is ill or injured shall be entitled to receive sick leave with pay for each day absent from work. (No change in number of days).
- | | |
|-----------------------------|---------|
| Date of hire through 1 year | 10 days |
| After 1 year | 15 days |
| After 5 years | 20 days |
- 18.2** Employees shall be allowed to accumulate sick leave up to a maximum of one hundred fifty-five (155) days.
- 18.3** Employees who accumulate in excess of one hundred fifty-five (155) days shall be paid 50% of said excess each year in the last pay period of June by separate check.
- 18.4.** Employees will be paid 50% at straight time for all accumulated sick leave on the books at the time of termination, voluntary or involuntary, or retirement.

ARTICLE 19
VACATIONS

- 19.1** All employees covered by this agreement, except as hereinafter set forth, shall receive a vacation with pay each year of the length shown on the table below:

<u>Years Completed</u>	<u>Days</u>
1 year	7
2 - 4 years	12
5 - 9	17

<u>Years Completed</u>	<u>Days</u>
10 - 16 years	22
17 years and over	26

- 19.2** Vacation pay shall be on the basis of a normal work week and at the normal rate of pay paid the employee. One employee at a time may be granted vacation leave on the basis of overall bargaining seniority. More than one employee may be granted vacation leave at the discretion of the Chief of Police. Requests for five (5) days or more vacation must be in writing at least two (2) weeks in advance. If there are reasons to request vacation with a shorter time period for mitigating circumstances, it must be approved by the Officer in Charge (OIC). Employees must take at least five (5) consecutive working days off each year as vacation time plus the two (2) days prior to vacation. During this period of time, in no event shall employees be allowed to take extra details or Police Department duties; exceptions to this will be disasters, riots and high ranking dignitaries.
- 19.3** There shall be no vacations during the Fourth of July celebration.
- 19.4** Employees can carry over no more than one year's vacation time. In no event shall an employee carry over more than 20 days vacation per year effective

July 1st, 2008.

19.5 Any employee taking leave of absence without pay for more than thirty (30) days shall cease to accrue vacation entitlements during the period of such absence.

19.6 Employees will be paid 100% at straight time for all accumulated vacation time on the books at the time of termination, voluntary or involuntary, or retirement.

ARTICLE 20 **HOLIDAYS**

20.1 The following days or the day following each of them falling on a Sunday shall be recognized as holidays whether or not a regularly scheduled work day, all of which shall be with regular pay:

New Years' Day	Labor Day
Martin Luther King, Jr.	Columbus Day
Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
* Easter Sunday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
* V.J. Day	Good Friday

*V.J. Day, however shall be a paid holiday only as long as it is recognized as a holiday by the State of Rhode Island.

Notwithstanding above - The Monday following Easter Sunday shall not be a paid holiday and no special significance or consideration shall be attached to it for pay purposes.

A State and National Election Day in November shall be considered as paid holidays as long as Rhode Island recognizes said holidays, or until such time as the parties shall determine otherwise. (Upon ratification of contract)

- 20.2** Any employee covered by this agreement who is required to work on one of said holidays or part of said holiday whether or not it is a scheduled work day shall receive, in addition to his or her holiday pay, payment for those hours worked at the rate of time and one-half his or her regular rate of pay or at the employee's option, compensatory time off at the same rate. Compensatory time may be accumulated to a maximum of fifty (50) hours only. No employee may take more than twenty (20) days of compensatory leave time per fiscal year
- 20.3** Holiday pay shall be one-fifth (1/5) of the employee's weekly salary and shall be paid to each employee over and above the weekly salary whether he works the holiday or not.
- 20.4** All employees required to work from midnight July 2 through midnight on July 4 shall receive double time rate of pay for each hour worked over and above their normal work hours.
- 20.5** No dispatcher scheduled to work on a holiday may request time off on said holiday unless a guaranteed replacement is secured or there are extenuating circumstances, as determined by the Chief of Police or his designee.

ARTICLE 21

MATERNITY LEAVE

- 21.1** Maternity Leave - an employee who becomes pregnant shall be entitled to a leave of absence without pay, except as provided for in other sections of this

agreement, for a period of up to twelve (12) weeks. Whenever practicable the employee shall notify the Town, in writing, of her intention to take maternity leave at least two (2) weeks prior to the estimated date of the commencement of said leave. In cases where prior notification is not possible, written notification of commencement of said leave shall be given to the Town as soon as is practicable.

- 21.2 An additional four (4) weeks extension shall be granted to an employee on maternity leave upon receipt of written request for such extension prior to the expiration of the initial leave. Benefits during said extension shall be at the employee's expense.
- 21.3 Upon return from maternity leave, the employee shall be reinstated in her former position with the title, classification and job description she had prior to her taking maternity leave. The rate of pay shall be the same rate the employee would be receiving had no maternity leave been taken.
- 21.4 An employee shall continue to accrue uninterrupted seniority while on maternity leave.

ARTICLE 22

JURY DUTY

- 22.1 Any employee covered by this agreement who is called for Jury Duty shall be granted a leave of absence during the period of such Jury Duty. Said employee shall receive his regular pay but must return to the Town the Jury Duty stipend.

ARTICLE 23
LEAVE DUE TO LONGTERM INJURY OR ILLNESS

- 23.1** Upon written request to the Town Administrator, all employees covered by this agreement may be granted leaves for longterm injury or illness not to exceed six (6) months. The employee requesting such leave shall submit medical evidence of the need for such leave. Requests for such leave shall not be unreasonably withheld.
- 23.2** Upon return from said leave, the employee shall be reinstated in his or her former position with the title, classification and job description the employee had prior to taking said leave. The rate of pay shall be the same rate the employee would be receiving had no leave been taken.
- 23.3** An employee shall continue to accrue uninterrupted seniority while on such leave.
- 23.4** At the Police Chief's discretion, the employee on said leave may be required to submit to an examination by a physician chosen by the Town. Cost of said examination shall be borne by the Town.

ARTICLE 24
BEREAVEMENT LEAVE

- 24.1** In the event of a death of one of the below in the family of any employee covered by this agreement, said employee shall be entitled to a leave of absence with pay, up to a maximum of four (4) working days paid at the employee's regular rate of pay for all regularly scheduled work days missed within that period due to said death.

Bereavement leave shall be allowed for: Grandparents, mother, father, mother-in-law, father-in-law, brother, sister, spouse, child.

- 24.2** In the event distant travel is necessary, additional needed days of leave without pay shall be granted at the request of the employee. At the employee's option, unused vacation time shall be granted for additional leave.

ARTICLE 25

PENSION

- 25.1** The Town shall continue to provide the retirement plan under the Municipal Employees Retirement System of the State of Rhode Island.

ARTICLE 26

TEMPORARY SERVICE OUT OF CLASSIFICATION

- 26.1** Any employee covered by this agreement who is requested by the Town to assume the responsibilities of another position covered by this agreement for a period of two (2) days or more, shall receive the rate of pay of that position or his or her own position's rate of pay, whichever is higher.

ARTICLE 27

MILEAGE ALLOWANCE

- 27.1** The Town agrees to continue its present practice with regard to auto and travel expenses for work related activities.

ARTICLE 28
RESIDENCY REQUIREMENTS

- 28.1** The Town agrees that there shall be no residency requirements for any employee covered by this Agreement.

ARTICLE 29
CLOTHING ALLOWANCE

- 29.1** Effective for the year that begins on July 1, 1997 the Town shall supply all members of the bargaining unit except the secretary with their initial issue uniforms, which uniforms shall be worn while the employees are performing their duties. Employees shall receive a maintenance allowance of \$400, effective 7/1/05, \$500 effective 7/1/06 and \$600 effective 7/1/07 per year with a voucher system in place for uniform maintenance. Effective 7/1/08 the secretary shall be provided with a clothing maintenance allowance of \$400 per year.
- 29.2** Lockers shall be made available to all employees.

ARTICLE 30
NO STRIKE OR LOCKOUT

- 30.1** The Union agrees it will not cause, call or sanction any strike for the duration of this Agreement. The Town agrees that it will not lock out its employees for the duration of this Agreement. Any employee who strikes is subject to dismissal.

ARTICLE 31
ALTERATION OF AGREEMENT

- 31.1** It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing.
- 31.2** The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 32
SEVERABILITY

- 32.1** In the event that any article, section or portion of this agreement, or any arbitrator's decision rendered under the terms of this agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or is unreasonably inconsistent with a national policy of wage and price controls, or shall have the effect of loss to the Town of funds made available through Federal or State law, then such specified arbitrator's decision, article, section or portion specified in such tribunal decision or so in conflict or having such effect shall be of no force and effect, but the remainder of this agreement shall continue in full force and effect. In such an event, either party shall have the right immediately to re-open negotiations solely with respect to a substitute for such article, section or portion.

ARTICLE 33
OVERTIME

- 33.1** All employees covered by this Agreement shall be paid time and one-half (1 ½) their regular rate of hourly pay for all work performed in excess of their regular number of hours worked each day. At the option of the employee, and

with the concurrence of the Chief of Police, he/she may take compensatory time at time and one-half (1 ½) in lieu of overtime pay.

- 33.2** Overtime shall be offered equally to all employees within a classification on a rotating basis. The Town shall keep a list posted in each department of the employees in that department at all times for this purpose, provided, however, the Town shall not be required to offer overtime if there is available a probationary police officer or an extra permanent officer on duty on any shift. If, however, no probationary police officer or no extra permanent officer is on duty on a shift where vacancy occurs, then the overtime must be offered to the Dispatcher and Clerk/Dispatcher before any overtime is offered to regular permanent police officer.
- 33.3** Any time an employee is ordered to work beyond the regular work day or work week, the rate of pay for said hours shall be at the rate of time and one-half (1 ½).
- 33.4** Overtime - Any employee covered by this agreement who is required to appear in court or at any specific hearing on a matter arising from his or her employment when such court time or specific hearings are held other than during outside his or her regular work week schedule, then such employee shall be guaranteed a minimum of four (4) hours pay, whether or not the employee works four (4) hours at the rate of time and one-half (1 ½) his or her regular rate of pay. Holdovers after an employee's work shift will not be call-in time but covered under Article 33 Overtime. (This language will not replace order back procedure.)

ARTICLE 34
CALL BACK

- 34.1** Call back is defined as a call by the Town for an employee to perform work after leaving work but before the employee is next scheduled for work.
- 34.2** When an employee is called to perform work before or after said employee's regular scheduled shift, said employee shall receive no less than four (4) hours pay whether or not the employee actually works the four (4) hours, at time and one-half said employee's regular rate of pay. Holdovers after an employees work shift will not be call-in time but covered under Article 33 Overtime.
(This language will not replace order back procedure.)
- 34.3** In the event an employee covered by this agreement is ordered to "standby" duty, said employee shall be paid at the rate of time and one-half (1 ½) his or her regular rate of pay and guaranteed a minimum of four (4) hours at said rate.

ARTICLE 35
REST PERIOD DURING WORK

- 35.1** The Town agrees to continue all of its past practices with regard to lunch periods and rest periods or coffee/lunch breaks granted to all employees covered by this agreement.
- It is understood that lunch/rest periods shall be with pay. All lunch periods shall be limited to one-half (½) hour. Coffee/Rest breaks will be limited to fifteen (15) minutes for each four hour work period. It is understood that if an employee leaves the building for a meal or a coffee/rest break, the employee must take a radio from the building with them in order to respond when necessary.

ARTICLE 36
WAGES

36.1 Wage increases will be as follows:

(A) Across the board pay increase:

7/1/08 – 6/30/09 – three and one-half percent (3.5%) increase
7/1/09 - 6/30/10 – three percent (3.0%) increase
7/1/10 - 6/30/11 – three and one-quarter percent (3.25%) increase

- (B)
1. Town will post Animal Control Supervisor position (bargaining unit position) within 10 days after a fully executed Tentative Agreement.
 2. Pay will be ACO plus \$3,500 and across the board raises.
 3. Least senior ACO will receive ACO's pay retroactive to July 1, 2005.

36.2 Longevity shall be as follows:

Effective July 1, 2005:

4-7 years of service	3%
8-12 years of service	4%
13-17 years of service	6%
Over 17 years of service	7%

36.3 Whenever an employee resigns, retires, becomes permanently disabled, or leaves his or her position with the Bristol Police Department said employee shall receive longevity pay until the date of his or her departure. Said longevity payment shall be prorated to the next pay period.

ARTICLE 37
HOURS OF WORK

- 37.1** Dispatchers shall work eight (8) consecutive hours for five (5) consecutive days. Shifts shall be 8:00 am to 4:00 pm, 4:00 pm to 12 midnight and 12 midnight to 8:00 am
- 37.1a** There will be two (2) Dispatchers on the 4 pm to 12 midnight shift on the day before the 4th of July Parade, and two (2) Dispatchers on the 8 am to 4 pm shift on the day of the 4th of July Parade. The Chief of Police has the option of requiring two Dispatchers on the 4 pm to midnight shift on the day of the 4th of July Parade.
- 37.2** Clerk Dispatchers and Secretary shall work eight (8) consecutive hours, Monday through Friday from 8:00 am to 4:00 pm.
- 37.3** Meter person shall work Monday through Friday, four (4) consecutive hours each day.
- 37.4** The animal control officer shall work five (5) consecutive days Monday through Friday, eight (8) hours per day.
- 37.5** All present practices with regard to hours of work, meal periods and rest periods for bargaining unit employees shall continue for the duration of this agreement.
- 37.6** Employees may substitute for each other if permission is obtained in advance from the Chief of Police or his/her designee.

ARTICLE 38
MANAGEMENT RIGHTS

38.1 The corporate authority shall retain the right to issue rules and regulations governing the internal conduct of the Police Department, as provided by the law and in accordance with the intent of Article VIII - Public Safety 801-802-803-A-B of the Home Rule Charter of the Town of Bristol, Rhode Island. The Union recognizes the responsibilities imposed on it as the exclusive bargaining agent of the employees of the Police Department covered by this Agreement's Recognition clause, and agrees to cooperate with the corporate authority in attainment of all goals that will provide maximum security and obedience to all laws and ordinances for the betterment of the Town.

38.2 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Police Department and its employees are vested solely in the Town.

For example, but not limited thereto, the Employer shall have the exclusive rights subject to the provisions of this Agreement and consistent with applicable laws and regulations:

- a. To direct employees in the performance of official duties;
- b. To maintain the efficiency of the operations entrusted to it;
- c. To take reasonable action necessary to carry out the purposes of the Department which may arise in emergency situations, i.e., circumstances of a critical nature calling for immediate action to protect the public interest and which are not expected to be of a recurring nature.

TOWN OF BRISTOL, RI
DISPATCHER PAY RATES

2007-2008

4.5%

TITLE	BASE PAY	BIWEEKLY	HOURLY	OVERTIME
Clerk/Dispatcher	\$ 36,850.68	\$ 1,417.33	\$ 17.72	\$ 26.58
Dispatcher	\$ 35,886.73	\$ 1,380.26	\$ 17.25	\$ 25.88
Secretary	\$ 32,915.87	\$ 1,265.99	\$ 15.82	\$ 23.74
Animal Control Supv.	\$ 39,777.00	\$ 1,529.88	\$ 19.12	\$ 28.69
Animal Control Off.	\$ 35,763.81	\$ 1,375.53	\$ 17.19	\$ 25.79
Meterman/Disp.	\$ 33,815.19	\$ 1,300.58	\$ 16.26	\$ 24.39

2008 - 2009

3.5%

TITLE	BASE PAY	BIWEEKLY	HOURLY	OVERTIME
Clerk/Dispatcher	\$ 38,140.45	\$ 1,466.94	\$ 18.34	\$ 27.51
Dispatcher	\$ 37,142.77	\$ 1,428.57	\$ 17.86	\$ 26.79
Secretary	\$ 34,067.93	\$ 1,310.31	\$ 16.38	\$ 24.57
Animal Control Supv.	\$ 41,169.20	\$ 1,583.43	\$ 19.79	\$ 29.69
Animal Control Off.	\$ 37,015.54	\$ 1,423.67	\$ 17.80	\$ 26.70
Meterman/Disp.	\$ 34,998.72	\$ 1,346.10	\$ 16.83	\$ 25.25

2009 - 2010

3.0%

TITLE	BASE PAY	BIWEEKLY	HOURLY	OVERTIME
Clerk/Dispatcher	\$ 39,284.66	\$ 1,510.95	\$ 18.89	\$ 28.33
Dispatcher	\$ 38,257.05	\$ 1,471.43	\$ 18.39	\$ 27.59
Secretary	\$ 35,089.97	\$ 1,349.61	\$ 16.87	\$ 25.31
Animal Control Supv.	\$ 42,404.28	\$ 1,630.93	\$ 20.39	\$ 30.59
Animal Control Off.	\$ 38,126.01	\$ 1,466.39	\$ 18.33	\$ 27.50
Meterman/Disp.	\$ 36,048.68	\$ 1,386.49	\$ 17.33	\$ 26.00

2010 - 2011

3.25%

TITLE	BASE PAY	BIWEEKLY	HOURLY	OVERTIME
Clerk/Dispatcher	\$ 40,561.41	\$ 1,560.05	\$ 19.50	\$ 29.25
Dispatcher	\$ 39,500.40	\$ 1,519.25	\$ 18.99	\$ 28.49
Secretary	\$ 36,230.39	\$ 1,393.48	\$ 17.42	\$ 26.13
Animal Control Supv.	\$ 43,782.42	\$ 1,683.94	\$ 21.05	\$ 31.57
Animal Control Off.	\$ 39,365.11	\$ 1,514.04	\$ 18.93	\$ 28.39
Meterman/Disp.	\$ 37,220.26	\$ 1,431.55	\$ 17.89	\$ 26.84

ARTICLE 39
PERSONAL LEAVE

- 39.1 Employees will be entitled to two (2) personal leave days with pay per year.
(Employees will be entitled to a second personal day in lieu of their birthday as referred to in Article 20.1 upon ratification of the contract.)

ARTICLE 40
MISCELLANEOUS

- 40.1 Employees may have use of facilities at all reasonable hours while off duty and not being used for official business.
- 40.2 Civilian employees shall be eligible under the educational program provided in the Agreement between Roger Williams College and the Town, if Roger Williams agrees to pay tuition and books for said employees.

ARTICLE 41
TERMINATION

- 41.1 This Agreement shall become effective July 1, 2008 and shall remain in full force and effect until June 30, 2011.

IN WITNESS WHEREOF, the parties have hereunto affixed their

signatures this 9th day of January, 2008.

FOR THE TOWN OF BRISTOL:

Deane C. Medern

Town Administrator

FOR THE UNION:

Anthony Carrall
AFSCME, Council 94

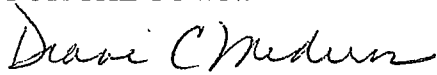
President
Local 1853

ADDENDUM

The parties hereto the town of Bristol and AFSCME Council 94, Local 1853 hereby agree to the following:

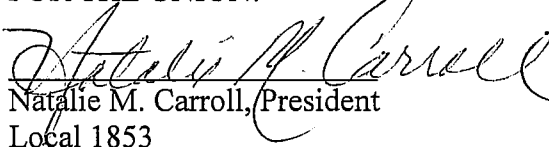
1. The Town of Bristol will post and fill one additional Clerk/Dispatcher for the second shift, Tuesday - Saturday, 4:00 pm to 12 midnight.
2. There will be no reduction of Dispatcher or Clerk/Dispatcher positions on any other shift.
3. If the second shift Clerk Dispatcher takes time off, the position does not have to be filled.
4. If the second shift Dispatcher takes time off, the second Shift Clerk/Dispatcher will cover if on duty.
5. Only one (1) employee at a time per shift (either one (1) clerk or one (1) dispatcher, but not both) may take time off.
6. Per diem Dispatchers - The per diem Dispatchers will be called after overtime is first offered to full time Dispatchers. If the per diem Dispatchers and Clerk/Dispatchers are not available, then the regular order back list will prevail.

FOR THE TOWN:



Diane C. Mederos,
Town Administrator

FOR THE UNION:



Natalie M. Carroll, President
Local 1853

January 9, 2009
Date

Memorandum of Understanding Retirement Benefits

In accordance with Section 20-134 of the Retirement Benefits ordinance, each employee shall contribute an amount equal to one and one-half percent (1.5%) of the then yearly salary of a dispatcher for each fiscal year, and the secretary shall pay one and one-half percent (1.5%) of her salary, retroactive to July 1, 2008.